

ENTERED

October 01, 2024

Nathan Ochsner, Clerk

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
LAREDO DIVISION****ARCH INSURANCE CO.,****Plaintiff,****v.****EP ENERGY E&P CO. LP, et al.,****Defendants.**§
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§**CIVIL ACTION NO. 5:24-CV-114****ORDER**

Before the Court is the Stipulation of Dismissal as to Defendant J&R Valley Oilfield Services. (Dkt. No. 24). The stipulation provides that Plaintiff Arch Insurance Co. dismisses its claims against Defendant J&R Valley Oilfield Services without prejudice. (*Id.*).

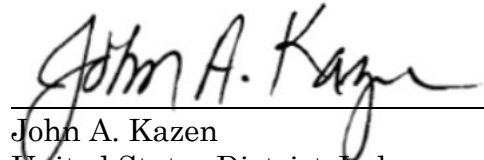
Parties in a civil suit may generally dismiss the suit without a court order upon the filing of a stipulation of dismissal “signed by all parties who have appeared.” Fed. R. Civ. P. 41(a)(1)(A)(ii). “Unless the notice or stipulation states otherwise, the dismissal is without prejudice.” *Id.* Here, the Stipulation states that Plaintiff dismisses its claims against Defendant J&R Valley Oilfield Services without prejudice. (Dkt. No. 24 at 1).

Because the stipulation is signed by counsel for Plaintiff and Defendant J&R Valley Oilfield Services, Plaintiff’s claims against Defendant J&R Valley Oilfield Services were **DISMISSED WITHOUT PREJUDICE** effective upon the filing of the Stipulation of Dismissal, (Dkt. No. 24). *See Odle v. Flores*, 899 F.3d 344, 353–55 (5th Cir. 2017) (“[S]tipulated dismissals under Rule 41(a)(1)(A)...become effective immediately without further court order.”).

The Clerk is hereby **ORDERED** to terminate the case as to Defendant J&R Valley Oilfield Services.

It is so **ORDERED**.

SIGNED on October 1, 2024.



John A. Kazen
United States District Judge